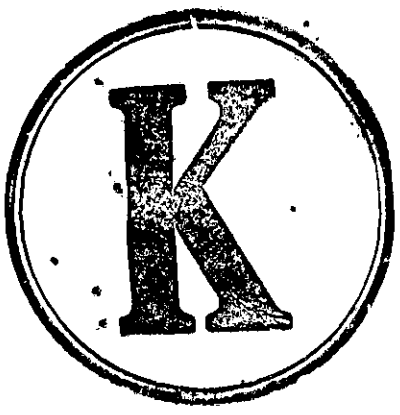
K

1957



Fisheries and Industries / 57-III (Pt.)
Legal Department
E Branch

Loans under the State Aid to Industries Rules 1935

17/E1

Fisheries and Industries / 57
— Pt. III

115-E

Immediate,
Confidential.

No. FCY 1051/1719-F.
Development Department.
Civil Secretariat Annexe.
Bombay 1, 27th October 1951.

RBN 29/10

To

The Director of Fisheries,
Bombay.

Subject:-Fish Curing Yards -,
Supply of salt to - in Ratnagiri
and Kanara District.

Sir,

I am directed to invite a reference to the correspondence resting with your Demi-Official letter, No. FY 22/137, dated 11th October 1951 on the subject noted above and to state that Government accepts the quotation tendered by Messrs Triumph for the supply of white salt to the Fish curing yards in Ratnagiri District, provided a security of Rs. 15,000/- is furnished in place of Rs. 10,000/- as provided for in the tender notice. Government also agrees to the contract for the supply of brown salt to the fish curing yards in North Kanara District being given to Sanikatta Co-operative Salt Sale Society Ltd., at the rate of Rs. 180/- per 80 maunds. ~~Ax~~ Arrangements may please be made to execute the necessary agreements with the above-mentioned firms, stipulating the terms and conditions already approved by Government vide Government Letter, Development Department, No. FDV 1050/896-F, dated 24th May 1951. Please forward copies thereof to this Department and the Solicitor to Government for record.

2. The tenders received with your letter, No. FY.22/51/52/18105, dated 28th August 1951, are returned herewith.

3. The question of specifying the salt acceptable to Government of different qualities should be taken up for next year's contracts.

Yours faithfully,

-U G Belgaonkar

Assistant Secretary to the Government of Bombay, Development Department.

3104
1/11(3)

Accompaniments:-Tenders.

Copy forwarded to:-

✓ the Solicitor to Government,
the Accountant General, Bombay (through the Finance Department),
the Finance Department.

Submitted for information

file in Policies & Procedures/IT

Neal
2/11
and Sally

2/11

Fisher

No.1953SAI/232
Office of the Director of Industries,
Old Custom House Yard, Fort,
Bombay 1, 29 Nov., 1951.

To

The Solicitor to Government,
Legal Department,
Civil Secretariat,
Bombay.

Subject:- State-Aid to Industries.
M/s. Shevade's Camera Works Ltd.,
Belgaum, Recovery of loan of
Rs. 50,000/- from -

Sir,

M/s. Shevade's Camera Works Ltd., Belgaum, were granted a loan of Rs. 50,000/- in August 1948 vide G.R. E.& I.D. No. S.168 of 28-2-48. Against this loan amount they mortgaged to Government all the assets of the Company including those to be purchased with the said loan. The mortgage deed (copy enclosed) provides that the loan and all other dues for the time being due thereunder should immediately become payable, and the security thereby constituted should forthwith become enforceable in the event of failure to pay any instalment of principal or interest on the respective due dates as therein mentioned.

As the Co. failed to pay the two instalments of the principal on 14-9-50, the factory premises together with machinery and equipment have been taken possession of by this Department under instruction from Government vide letter No. S.67/17992 of 2-9-50 (copy enclosed). All activities in the factory are at a standstill. Further the Co. has been served with a notice to pay to this Department the sum of Rs. 50,000/- plus interest due thereon forthwith.

The property belonging to the Co. and mortgaged to Government could not be disposed of as provided in the Mortgage Deed so far, in view of the written order issued by the Belgaum Civil Judges Court in Darkhast No. 92 of Dr. Y.C. Joshi (copy enclosed) prohibiting Government from disposing the mortgaged property of the Co. There was another Darkhast of M/s. Art Corners, Bombay, but the same has been struck off by the court vide letter No. SAI.24/3338, dated 17-10-51 from the Industries Officer, Belgaum (copy enclosed). At present there are no other cases except that of Dr. Joshi in which the prohibitory Order Stands. Government is a party in this Darkhost as the prohibitory order is in the name of District Government Pleader, Belgaum.

The District Government Pleader, Belgaum, was consulted regarding the prohibitory order of the Belgaum Civil Judges Court, and as per his letter (copy enclosed) it is understood that such as order is outside the scope of Rule 46 of Order 21 C.P.C. Under that Rule Prohibition cannot extend beyond the J.D. and the court cannot prohibit Government from selling and handing over the Factory to a third person or persons, and that if such prohibition is enforced, it is certainly without jurisdiction.

It may also be noted that additional expenditure is being incurred by this Department (with the approval of Government) by way of salary of a watchman and incidental repairs to the factory buildings. It is beleived that it will be possible to recover the extra expenditure with the loan amount and interest.

In view of the foregoing, I have to request you kindly

to let me know whether steps can be taken to recover the dues by sale of the property inspite of the Court's prohibitory order. If this is not legally possible, you may please suggest to me any other course of action which can be taken for early recovery of the ~~court~~ Govt. dues.

An early reply is requested.

Enc 5.

Yours faithfully,

Director of Industries.

T.B.24/11.

5 -1

No.S.67/17992-F.
Development Department.
Mercantile Bank Building.
Mahatma Gandhi Road.
Bombay No. 1,
Dated the 2nd September 1950.

To

The Director of Industries,
Bombay.

Subject:-Shevade's Camera
Works Ltd., Belgaum.

Sir,

With reference to the correspondence resting with your endorsement, No. 1953-SAI(A) 23432, dated 9th August 1950 on the subject noted above, I am directed to state that Deputy Director of Industries may be asked to take immediate possession of the mortgaged properties of Messrs. Shevade's Camera Works Ltd., Belgaum, under clause 6 of the Mortgage Deed executed by the Company, as the security constituted in the Deed has since become enforceable in view of the Company's failure to repay the first loan instalment. A notice in writing may be served upon the company to pay the Government dues and action under clause 7 of the Mortgage Deed may be taken for the recovery of loan, if the company commits a default in the necessary payment within three months from the date of service of such notice. Immediate steps may also be taken for establishing the first claim of Government on the property attached under all the Civil Suits filed against the Company, and it should be prevented in future, from calling up and dealing with the capital as and when required.

Yours faithfully,

Sd/-
Assistant Secretary to the Govt. of Bombay,
Development Department.

T.B.24/11.

Belgaum Civil Judge Court,S.D. 7 41

Reg. Dark.No.92 of 1950.

(1) Dr. Y.C. Joshi, camp, Belgaum---- ---- ---- D.H.
(2) The Shevade's Camera Works Ltd. Belgaum- ---- J.D.

To

The District Govt. Pleader, Belgaum.

Whereas the Shevade's Camera Works has failed to satisfy a decree passed against J.D. on 16-1-50 in R.O.S. No.432/48 in favour of D.H. for Rs. 1800-2-0. It is ordered that the Deft be and is hereby prohibited and restrained until further orders of this Court from receiving from you the following property in possession of the said Govt. to which the Deft. is entitled subject to any claim of the said Govt. and the said Govt. is hereby prohibited and restrained until the further orders of this Court from delivering the said property to any person or persons whomsoever.

Description of the property:

Tables	2	
Chairs	4	
Typewriter	1	and other moveables in the firm.
Engine	1	
Item not readable-	5	
Camera	4	
Motor	1	

Date 27-2-51

Date fixed 16-3-51.

Sd/- x x x x

Civil Judge.

T.B.24/11.

No. SAI-24/3338
Office of the A.D.I. Belgaum.
Dated the 17th Oct., 1951.

From:
I.O. Belgaum

To:
D. of I., Bombay.

Sub:- M/s. Shevade's Camera Works Ltd., Belgaum.
Recovery of loan and civil court matters pertaining to ---

Ref:- Your No.1953 SAI/S-2a dated 15th Oct., 1951.

.....

Point 1) As regards expediting the matter in the civil court, the former Civil Judge Jr. Dn. was seen today with the Asstt. Govt. Pleader. The Darkhast matters have been recently transferred to another Judge who has newly taken charge, The Darkhast Clerk was therefore called by the A.G.P. and he has been asked to put up the matter for final orders tomorrow. The case has been explained by the A.G.P. to the Clerk. I will intimate to you and the Collector shortly about this.

Point 2) About contacting the Collector, the position of the case is as follows. The Collector has written a letter to the D.G.P inquiring about the action taken by him (D.G.P.) in Darkhast No. 71 of 1949 of M/s. Art Corner, Bombay (letter dt. 22-9-51). As there was a probibitory order in this Darkhast also, the office could not put up the matter for decision of the Collector on Darkhast No. 92. Darkhast No. 71 has been struck off by the Court and so a likewise reply from the D.G.P. has this day been arranged to be sent to the Collector. The Collector's office is taken up the case further immediately on receipt of the D.G.P's reply.

p.t.o.....

I am scheduled to proceed on tour in Dharwar Dist and I would be there from 18th to 26th inst. I am contacting the Collector immediately on my arrival and in the meantime, instructing the Head of Branch to contact the Collector's office to expedite the case.

Sd/-
Industries Officer, Belgaum.

T.B.24/11.

45
11

No.Reg.Dar.92/of 1950.
Belgaum dt.21st.June, 1951.

To

The Industries Officer,
Belgaum.

Sub.-M/s. Shevade's Camera Works Ltd., Belgaum.

Ref:- Your letter No.S.A.I.24/1311, dt.15-6-51.

.....

Sir,

With reference to your letter referred to above, I have to state as under:-

1) The Court's order of prohibition has been brought in conformity with the provisions of O.21 R.46 C.P.C. It leaves the Govt. free to sell the property or dispose of it to any person except the J.D. i.e. your mortgager.

2) What is prohibited under the Order is, giving over of the factory to the J.D. unitl the decree in execution of which the factory is attached is satisfied.

3) The giving over of the factory within the meaning of the Rule, means returning back with no further demand i.e. as full owner. There can be no objection to your working the factory through the J.D. as your agent. Legal possession must always remain with Government. That is the only requirement of the order in question.

4) I am given to understand that the Government wants to know whether Government's action would be restricted or curtailed regarding the selling of the factory or for that matter, dealing with that facto-ry with regard to third person as a means of realising its mortgage money, if in future some such Court passes an order in execution of other decrees against your mortgagor, that the mortgagee shall not hand over possession to any person until further orders of the Court.

I may say that such an order is outside the scope of the Rule 46 of order 21 C.P.C. Under that Rule, prohibition cannot extend beyond J.D. Court cannot prohibit Govt. from selling and handing over the factory to third person or persons. And if such prohibition comes to be made, it is certainly without jurisdiction and can be got corrected at any time.

However, until it is done, the Government, may not regard itself as fettered in its dealing with regard to third persons, except the actual handing over of the property, which as a matter of courtesy should be done, after getting the order corrected ac-cording to Law.

Yours faithfully,

Sd/- B.V. Nakati.
Dist. Govt. Pleader, Belgaum.

(True Copy).

T.B.24/11.

-47

15

Messrs. Shevade's Camera Works Ltd.,

Serial No. 3249
Presented at the office of the
Sub-Registrar of Bombay
between the hours of 12 A.M.
and 1 P.M. on the 19th August
1948.

For Shevade's Camera Works Ltd.,
For Shevade Sons & Co.

Id/- ..
Managing Agents,

Registered on 31st July 1948

Id/- ..
Registrar of Companies
Id/- Bombay.

Sub-Registrar of Bombay
exercising all the powers of
a registrar except that of
hearing appeals.

Asstt. Superintendents of Stamps
Bombay.

BCM
3249/1/14
1948

THIS MORTGAGE made at Bombay the 27th day of July One thousand nine hundred and forty-eight Between MESSRS. SHEVADE'S CAMERA WORKS LIMITED a Company incorporated under the Indian Companies Act, VII of 1913 having its registered office at Belgaum hereinafter referred to as "the Mortgagor" which expression shall unless the context does not so admit include it successor or successors in business and assigns) of the one part and THE GOVERNOR OF BOMBAY(hereinafter referred to as "the Mortgagee" which expression shall, unless the context does not so admit include his successors and assigns) of the other part.

WHEREAS the Mortgagor is seized and possessed of and otherwise well and sufficiently entitled to the land hereditaments and premises situate lying and being at Belgaum and more particularly described in the Second Schedule hereunder written.

AND WHEREAS the Mortgagor applied to the Mortgagee for a loan of Rs. 50,000/- for the purpose of purchase of equipment, construction of building and for the purchase of land.

AND WHEREAS under the Bombay State Aid to Small Industries Rules, 1935, the Mortgagee has agreed to advance to the Mortgagor the said sum of Rs. 50,000/- upon the Mortgagor having agreed to secure repayment thereof in the manner hereinafter prescribed.

NOW THIS MORTGAGE WITNESSETH as follows:-

1. In pursuance of the said agreement and in consideration of the sum of Rupees Forty thousand (Rs. 40,000½ paid to the Mortgagor by the Mortgagee on or before the execution of these presents (the receipt whereof the Mortgagor doth hereby admit and acknowledge and of and from the same doth hereby release and discharge the mortgagee) and of the further sum of Rupees Ten thousand (Rs.10,000) agreed to be lent and advanced by the Mortgagee to the Mortgagor as and when required by the Mortgagor within one year from the date hereof making together an aggregate sum of Rupees Fifty thousand (Rs. 50,000/-) the Mortgagor doth hereby covenant with the Mortgagee that the Mortgagor will repay to the Mortgagee the said sum of Rupees Fifty thousand with interest thereon at the rate of 5½ per cent. per annum within a period of four years from the date hereof by four equal annual instalments of Rs. 12,500/- each for principal the first of such instalments to be paid on the 1st day of August One thousand nine hundred and forty-nine and the subsequent instalments to be paid on the 1st day of August of each subsequent year and that the Mortgagor shall in the meantime and so long as any part

p.t.o.....

of the principal sum of Rs. 50,000/- shall remain owing pay interest to the Mortgagee at the rate of 5½ per cent. per annum on all moneys whatsoever for the time being due and owing on the said security and under these presents by yearly payments the first of which payments shall be made on the 1st day of August One thousand nine hundred and forty-nine and subsequent yearly payments shall be made on the 1st day of August One thousand nine hundred and forty-nine and subsequent yearly payments shall be made on the 1st day of August each subsequent year until the whole of the said principal sum of Rupees 50,000/- is paid off PROVIDED ALWAYS that if any such interest shall remain unpaid for one month after the date on which the same ought to be paid then and in every such case the interest so in arrears shall at the expirty of such month be capitalised and be added to the principal sum hereby secured and for the time being owing hereunder and shall thenceforth bear interest payable at the rate and on the days aforesaid and all the covenants and conditions contained in these presents and all the rules of law and equity in relation to interest shall equally apply to interest on such arrears PROVIDED FURTHER that the last preceding proviso shall not permit the Mortgagor to allow any interest to fall into arrears.

2. In further pursuance of the said agreement and for the consideration aforesaid the Mortgagor doth hereby assign transfer and assure unto the Mortgagee all its undertakings and all its property and assets, present and future including the plant, machinery, things and articles (particulars of the principle items of which machinery and articles hereby expressed to be assigned and transferred are set out in the First Schedule hereunder written) and which undertakings, property, assets, plant, machinery, articles and other things both present and future are hereinafter for the sake of brevity called "the mortgaged properties" And all the estate, right, interest claim and demand of the Mortgagor into and upon the mortgaged properties absolutely subject to the proviso for redemption hereinafter contained and subject to the right of Mortgagor to deal with the same in the ordinary course of business but not otherwise. To the intent that these presents shall be a specific first charge on the said present assets of the company and shall be floating security on the undertaking and other future property and assets of the Mortgagor so that the Mortgagor shall not be at liberty to create any debenture, mortgage or charge in priority to these presents, without the consent of the Mortgagee.

to have and to hold the same under the mortgage

3. In further pursuance of the said agreement and for the consideration aforesaid the Mortgagor doth hereby grant, convey transfer and assure unto the Mortgagee all that piece or parcel of land or ground situate lying and being at Belgaum and more particularly described in the Second Schedule hereunder written TOGETHER WITH all and singular the houses, out-houses, edifices, buildings, yards, wall-compounds, paths, water, water courses, sewers, ditches, drains, trees plants, lights, liberties, easements, profits, privileges, advantages, rights, members, appurtenances to the said land hereditaments and premises or in anywise appertaining or with the same or any part thereof now or at any time heretofore usually held and occupied or enjoyed or reputed to belong to or be appurtenant thereto. AND TOGETHER ALSO WITH all the right title interest claim and demand whatsoever of it the Mortgagor into and upon the said piece or parcel of land hereditaments and premises or any party thereof (hereinafter together with the premises hereinabove in clause 2 set out collectively referred to as "the mortgaged properties") TO HAVE AND TO HOLD the same unto the use of the Mortgagee absolutely subject to the proviso for redemption hereinafter contained.

4. PROVIDED ALWAYS and is is hereby agree and declared that if the Mortgagor shall duly comply with the terms on which the said loan has been granted and shall duly repay the amount of the said loan of Rupees 50,000/- together with interest thereon and shall pay all costs, charges and expenses of the Mortgagee of and incidental to this Mortgage, the Mortgagee shall upon the request and at the costs, charges and expenses of the Mortgagor reassign and retransfer the mortgaged properties unto the Mortgagor or as it may direct and in the meantime and until default be made by the Mortgegor in payment of the said principal sum or any instalment thereof or interest thereon or any part thereof the Mortgagor shall remain in the possession or receipt of the rents and profits of the said land hereditaments and premises.

5. The said principal sum of Rupees 50,000/- or any balance thereof and all other moneys due for the time being under these presents shall become immediately payable and the security hereby constituted shall become enforceable forthwith in each and every of the following events:

(a) If the Mortgagor shall fail to pay any instalment of principal on the respective due dates in the manner aforesaid,

(b) If the Mortgagor shall make default in payment of any instalment of interest on the respective due dates as herebefore provided,

(c) If a distress or execution shall be levied or enforced upon any part of the mortgaged properties or a Receiver thereof be appointed,

(d) If the Mortgagor shall commit breach of any ~~of~~ one of the convenants or provisions herein contained and on its part to be observed and performed;

(e) If the Mortgagor shall cease to carry on business for any reason whatsoever,

(f) If the Mortgagor shall enter into liquidation whether compulsory or voluntary.

6. As soon as the principal moneys or the balance thereof shall become payable and the security enforceable under the last preceding clause the Mortgagee shall be entitled(without being bound to do so) to take possession of the mortgaged properties and to realise the same and quietly to hold and enjoy the same and receive the income and profits thereof without any interruption or disturbance by the Mortgagor or any other person whatsoever claiming under the Mortgagor.

7. If default shall be made in repayment of the Mortgage money or any part hereof on the days and in the manner aforesaid or if the security hereby constituted becomes enforceable in each and any of the events mentioned in clause 5 hereof the Mortgagee shall be entitled and shall have full power to sell without the intervention of the Court all or any of the mortgaged properties either by public auction or by private contract and either for a lump sum or for a sum payable by instalments and may make such sale upon such terms and conditions including any special or other stipulations as to title evidence or otherwise as the Mortgagee shall deem proper and the Mortgagee shall have full power to buy in or rescind or vary any contract for sale of all the mortgaged properties or any part thereof and to resell the same without being responsible for any loss which may be occasioned thereby and with full power to compromise and effect compositions and for the purpose aforesaid the receipt of the Mortgagee for the purchase money of the properties sold and for any other moneys paid to the Mortgagee shall effectually discharge the purchaser or other person or persons paying the same therefrom or from being concerned to see the application or being answerable for

loss or misapplication thereof AND IT IS HEREBY AGREED AND DECLARED that the provisions and trusts ancillary to the power of sale which are contained in section 69 of the Transfer of Property Act, 1882, shall apply to this security.

8. AND IT IS HEREBY AGREED AND DECLARED that whenever any instalment of principal or interest shall be in arrear the same may be recoverable from the Mortgagor in the same manner as an arrear of land revenue under the provisions of the Bombay Land Revenue Code, 1879, and any amendments thereof: Provided Always that this clause shall not effect other rights powers and remedies of the Mortgagee.

9. The Mortgagor doth hereby covenant with the Mortgagee as follows:-

(a) That the Mortgagor has now good right and full power to grant convey and transfer the said mortgaged properties hereinbefore expressed to be hereby granted conveyed and transferred as aforesaid free from all claim liens and incumbrances and that the Mortgagor and every other person having or claiming any estate or interest in the said morgaged properties or any part thereof will be all times at the costs until the sale thereof of the Mortgagor and afterwards of the person or persons requiring the same execute and do all such assurances and acts for further and more effectually assuring the said mortgaged properties or any part thereof to the Mortagee or to such other person or persons as he may direct, as shall be reasonably required;

(b) That the moneys secured by these presents shall be a first charge on the said mortgaged properties and shall take precedence over all other moneys now due or which may hereinafter be borrowed by the Mortgagor;

(c) That the Mortgagor will so long as any of the principal moneys or any interest secured by these presents shall remain unpaid and the Mortgagee shall not have taken possession of the mortgaged properties carry on and conduct the business of the Mortgagor in a proper and efficient manner and for that purpose,

(i) will maintain and keep in a good and substantial state of repairs and condition the said mortgaged properties expressed to be hereby assured;

(ii) will keep the said mortgaged properties insured against loss or damage by fire and riots and civil commotion to its full insurable value with some insurance office to be approved by the Director of Industries and will make all payments required for the purpose as and when the same become due and payable and will on demand produce to the Director of Industries the policy or policies of the insurance and the receipt or receipts for such payment and will apply all moneys received by the Mortgagor under any such insurance in making good any such loss or damage,

(iii) will duly and punctually pay perform and observe all rents, rates, taxes, assessments, outgoings, covenants and obligations which are to be paid observed or performed by the Mortgagor in respect of the said mortgaged properties or otherwise however,

the Mortgagor will permit the Mortgagee or person or persons authorised by him at any and from time to time during the usual business so long as any

due or owing upon the security of these presents to inspect and examine any part of the mortgaged properties and render them or any such assistance as may be required for any of the purposes aforesaid and will furnish to the Mortgagee or to such person or persons as he shall from time to time appoint for the purpose all such information relating to the business or affairs of the Mortgagor or the mortgaged properties or any part thereof as he or they shall require,

(e) That the Mortgagor shall utilise the amount of the said loan for the purpose of

(i) the purchase of equipment,

(ii) construction of building and

(iii) purchase of land.

(f) That the Board of Directors of the Mortgagor Company shall co-opt. one Director nominated by the Government of Bombay and the Articles of Association shall make due provision for such nomination;

(g) That the Mortgagor Company shall not pay any dividend to any share holders of the Company without the previous specific sanction of the Government of Bombay as long as the said loan has not been repaid,

(h) The Mortgagor shall comply with the provisions of Section 109 of the Indian Companies Act, 1913 and cause this Mortgage to be registered with the Registrar of Companies within the prescribed time.

IN WITNESS WHEREOF the Common Seal of Messrs. Shevade's Camera Works Limited has been affixed hereto the day and year first above written.

p.t.o.....

THE FORST SCHEDULE ABOVE REFERRED TO.

(Particulars of machinery and assets).

LAND AND BUILDINGS.

1. Main shed,
2. Foundary shed,
3. Engine shed,
4. Smithy,
5. Office buildings,
6. Mess and watchmen sheds,
7. Carpenters shed,
8. Latrine (under erection),
9. Road metal and improvement,
10. Fencing.

PLANT AND MACHINERY.

1. Rustom Oil Engine with foundation etc.
2. One water tank including fittings for above.
3. One shafting,
4. Exhaust Piping,
5. Bearings and pul
6. Sundry fittings.
7. 12 Rester Machines.
8. 2 Moulding machines,
9. One 3' Lathe,
10. One Hacksaw machine,
11. Three Drills,
12. One 8' Lathe.
13. Shaping machine including installation,
14. One Big Drilling machine,
15. One Hercules Lathe 6'
16. Two small lathes 2'
17. One Moulding machine.
18. One Planning Machine.
19. One Circular Saw Machine.
20. One Punching Machine.
21. One Sanding Machine.
22. One Rolling Machine.

19 53

23. One Rester Machine.
24. One small Lathe for precision work.
25. One Electric Dinoma with shunt R.V.Meters.
26. Two Buffing Machines.
27. One True Cheques for lathe.
28. Two Cast Iron Guide Sliding & fixing.
29. One Cast Iron Stay guide.
30. One Centre Chuck.
31. Two small True Cheque,
32. Eleven W.I. Pullies of different dimensions.
33. Three Ball bearing for pedstals.
34. Emery Machine.
35. Rester Machine for shuttle (one).
36. One Blower for Foundry (big).
37. " " (Small)
38. One Gear Attachment for lathe.
39. One Hand Spray Machine.
40. One Shuttles (incomplete machine)
41. One lot- 25 H.P. Oil Engine Centrifugal.
42. Three Nickel Plating tanks.
43. Two Shafting 1½" Dia. 18'-0"
44. Two Brass Ball Bearing for Pedstals.
45. Two Cast Iron pullies 14½" x 5"
46. One Cast Iron Pully.
47. One Shuttles pressing Machine.
48. One Automatic Drill Machine.
49. Five Rester Machines.
50. Two Bobin Machines.
51. One Electric Motor 5 H.P.
52. One Triple Pole switch.
53. One Channel Making machine.
54. One Electric Motor 5 B.H.P.
55. One Blower.
56. One Lathe Machine.
57. One True Chuck for Lathe.
58. One lot Ball Bearing.
59. Shaftings.

F U R N I T U R E.

Twelve handsome chairs.

Eight Big Cup Boards.

One Long desk.

Office partitions and fittings - 15 sections.

Two Big Chairs.

Five Shelves.

Two tables.

Four stands.

Fittings in the main shed.

THE SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT piece or parcel of land or ground of the leasehold Tenure with the message tenement or dwelling house standing thereon situate, lying and being at Survey No. 188 A and 188 B at Belgaum [illegible] in the Registration Sub-District and City District of Belgaum containing by admeasurement Thirty Guntnas or thereabouts and bounded as follows that is to say: on or towards the East by Survey No. 187 of Mr. Raghavendra Potdar on or towards the West by Survey No. 189 of Mr. Nana Patil, on or towards the North by Congress Well Public Road and on or towards the South by Survey No. 189 of Mr. Nana Patil.

The Common Seal of Messrs. SHEVADE'S CAMERA WORKS LIMITED was affixed hereto pursuant to a Resolution of the Board of Directors of the Company dated the 8th day of March 1948 in the presence of ... ...

Witnesses.

1) G.V. Dharmadhikari
24, Pandit Nivas,
Portuguese
Church street, Dadar.

2) L.G. Deshmukh,
Sangli.

1) L.N. Joshi,
H.No.24, Bhat Wadi, II Lane,
Bombay No. 4.

2, R.H. ATALE
SANGLI

Directors.

for Shevade's Camera Works Ltd., for Shevade Sons & Co.

Sd/- ...
MANAGING AGENTS.

RECEIVED of and from the Governor of Bombay the sum of Rupees Forty-thousand being the amount of the Government loan expressed above to have been paid by the Governor of Bombay to Messrs. Shevade's Camera Works Ltd. the Mortgagor above-named.

Rs. 40,000/-

I say received,

Sd/- ..
Director,
Messrs. Shevade's Camera Works Ltd.

1. L.N. Joshi,
H. No.24, Bhatwadi, II Lane,
Bombay No. 4.

2. R.H. Athavale,
Sangli.

For Shevade's Camera Works Ltd.,
for Shevade Sons & Co.

Sd/- - - -

MANAGING AGENTS.

Witnesses.

1. G.V. Dharmadhikari,
24, Pandit Nivas, Portuguese Church street,
Dadar, Bombay.

2. L.G. Deshmukh,
Sangli.

T.B.26/11.

p.t.o.

Received fees for :-

Registration	
Photographing.	Rs.135-0-0
(Pages (a) (b) 14)	Rs. 5-4-0
Extra under S. 30	Rs. 6-0-0
Copy S. 67.	Rs. 3-8-0
Memo	Rs. 0-10-0
Postage.	Rs. 0-15-6
Total.	Rs.151-5-6

Id/- ..
SUB. REGISTRAR.

MR: Venkatesh Balwant Shevade executing party, ✗ 41, Hindu Merchant Belgaum, Director of Shevade's Camera Works Ltd., for Shevade Sons & Co.) Managing Agents of Shevade's Camera Works Ltd., admits execution and identified the seal of the Co.

Id/- --

MR. R.M. Panday, clerk in the office of the Director of Industries, Vileparle, and known to the Sub-Registrar states that he personally knows the above executant and identified him.

Id/- R.M. Panday

Id/- --

Date. 10-9-1948. Jt. Sub-Registrar.

MR: Rajaram Dattaraya Athavale, 53, Hindu, Merchant, Sangli, Director of M/s. Shevade's Camera Works Ltd., executing party admits execution and identifies the seal of the Co.

Id/- R.D. Athavale.

MR. R.M. Panday clerk in the office of the Director of Industries, Vileparle, and known to the Sub-Registrar states that he personally knows the above executant and identifies him.

Id/- R.M. Panday.

Date. 10-8-1948.

Id/- ....

Sub-Registrar.

Registration as regards Mr. L.N. Joshi, Director of Messrs. Shevade's Camera Works Ltd., is refused as he failed to appear before me to admit execution within the time allowed by Sec. 34 of the I.R. Act XVI of 1908.

Id/- ...

Sub-Registrar of Bombay.

D/- 29th March 1949.

1) Mr. Rajaram Dattatraya Athavale, Director of Messrs. Shevade's Cameral Works Ltd., and Registered as regards (2) Mr. Venkatesh Balwant Shevade, Director of Shinde's Camera Works Ltd. (for Shevade Sons & Co.) Managing Agents of Shevade's Camera Works Ltd. under Registered No. 3249 of Book No. I Regn. refused as regards Mr. L.N. Joshi, Director of M/s. Shevade's Camera Works Ltd.

Id/- ....

Sub-Registrar of Bombay exercising all the powers of and Registrar except that of hearing appeals.

T.B.26/11.

No. 19731

Legal Department,
Bombay Castle (Bombay No.1), 8th December 1951.

To

The Director of Industries,
Old Custom House Yard,
Fort, Bombay.

Subject:-State-Aid to Industries
M/s.Shevade's Camera Works Ltd.,
Belgaum, Recovery of loan of Rs.50,000/-
from--

Sir,

With reference to your letter No.1953 SAI/232, dated the 27th November 1951, on the above subject, I have the honour to state that Order 21 rule 46 of the Civil Procedure Code provides that the attachment shall be made by a written order, in case of a moveable property not in possession of the judgment debtor, prohibiting the person in possession of the same from giving it over to the judgment debtor. In this case, thereis nothing due by the Government to the Company. On the other hand Government proposes to sell the property mortgaged to it by the judgment debtor for the purpose of recovering the amount due to it. The prohibitory order restraining Government from handing over the property to any person or persons whatsoever is clearly without jurisdiction. The District Government Pleader, may be requested to apply to the Court to have the order corrected as suggested by him.

Yours faithfully,

RN

o/c Solicitor to Government.

GKV.6/12.

Submitted after mine
File in Ethics + Scientific/5

Ref
10/12

Ack Sec Rep
11/12

13-12-57